

INSTRUCTION FOR COMPLETING APPLICATION

All public agencies and nonprofit organizations wishing to participate in the Federal Surplus Property Program must complete the attached application and supply all requested documentation in order to qualify. Donee's already having an account and filing a renewal application must also supply all requested documentation, **the only exception being public agencies whose status has not changed since last renewal.**

Application for Eligibility

Complete each section with the requested information. Make sure the Account Administrator signs and dates the page at the bottom. **Only Public Agencies, Non-profit organizations involved in education or public health, or which provide assistance to the elderly and impoverished families or individuals, Service Educational Activities, Public Airports and Small Businesses 8(a) qualify under Federal Property Management Regulations 102-37. Such organizations must be accredited, licensed or approved in order to qualify, and must also provide a copy of their IRS 501 (c) tax-exempt letter (not the State of Maryland tax-exempt certificate). For Items IV, a brochure or pamphlet describing the agency's or organization's program will normally suffice. All Small Business must be 8a certified to participate.**

Nondiscrimination Assurance

Complete this page to certify that your program complies with applicable Federal nondiscrimination legislation. Such certification is requested for participation in this program.

Authorized Representatives

Use this page to list all persons authorized to screen and request donations. Note: Item I is not a multiple choice question! All donee's will be authorized to carry out all listed functions. Also ensure that each authorized representative signs where indicated. The first person listed in Item III should be the Account Administrator, who is the only person authorized to make additions or deletions of representatives. *This person must also sign all pages of this application.*

Certifications and Agreements

Read in its entirety and sign on the second page certifying that you agree and understand all terms, conditions and limitations for receiving federal property under this program.

When you have completed this application, mail it and all supporting documentation to:

Department of General Services
Maryland State Agency for Surplus Property
ATTN: Anthony Johnson
301 West Preston St, Room 1309
Baltimore, Maryland 21201

You will receive a letter of eligibility indicating your eligibility status sent to your address of record.

**MARYLAND STATE AGENCY
FOR SURPLUS PROPERTY (Federal Donation)**

APPLICATION FOR ELIGIBILITY
Title 41 Code of Federal Regulations Section 102-37

NEW

RENEWAL

ACCOUNT NO. _____

I. LEGAL NAME & MAILING ADDRESS OF APPLICANT ORGANIZATION/COMPANY

<i>Name of Entity</i>	<i>Federal Tax Id Number</i>	
<i>Mailing Address (Street, City, State, Zip)</i>		
<i>Telephone NO.</i>	<i>Fax No.</i>	<i>Email Address</i>

II. APPLICANT STATUS (CIRCLE):

- A. *Public Agency, including Public School*
- B. *Nonprofit, Tax-exempt Organization*
- C. *Small Business 8(a)*

III. TYPE OR PURPOSE: Please circle appropriate category:

Library Child Care Center Medical Institution Local Jurisdiction (City/Town/County) Treatment Center

State Agency SBA (8a) Clinic Service Educational Activity

State Health Center Hospital Educational Radio/TV Station Radio/TV Stations FCC Licensed

Program for Older Individuals Provider of Assistance to Homeless Individuals

Provider of Assistance to the Impoverished College or University School Programs for the Elderly

Museum SEA's

IV. PROVIDE NARRATIVE DESCRIPTION OF PROGRAM OR SERVICES OFFERED INCLUDING DESCRIPTION OF FACILITIES OPERATED (SEPARATE DOCUMENT ON ORGANIZATION LETTERHEAD, BROCHURE, CAPABILITIES STATEMENT, ETC)

V. SOURCE OF FUNDING (Attach Supporting Documentation TAX RETURN; 990; FINANCIAL STATEMENT; P/L STATEMENT, ETC):

Tax Supported Grant Contributions Other (specify) _____

VI. HAS THE ORGANIZATION BEEN DETERMINED TO BE TAX EXEMPT UNDER SECTION 501 OF THE INTERNAL REVENUE CODE OF 1954? ____ (COPY REQUIRED)

**VII. HAS THE ORGANIZATION BEEN APPROVED, ACCREDITED OR LICENSED By THE STATE? _____
YOU MUST PROVIDE WRITTEN EVIDENCE. (IF A MARYLAND LICENSE IS REQUIRED TO FULFILL ORGANIZATION PURPOSE/SERVICE, PLEASE SUBMIT A LEGIBLE COPY)**

Date

Applicant Authorized Signature

**AUTHORIZED REPRESENTATIVES
For Maryland Federal Program**

Name of Organization

B. AUTHORIZED REPRESENTATIVES ARE DESIGNATED TO:

- I. Acquire Federal Surplus Property
- II. Obligate necessary funds for this purpose; and
- III. Execute Distribution Documents agreeing to terms, conditions, reservations, and restrictions applying to property obtained through the agency.

C. REPRESENTATIVE CODES:

N - NEW

R- RENEW

D - DELETE

D. REPRESENTATIVES:

<i>Code</i>	<i>Name</i>	<i>Title</i>	<i>Signature</i>
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Date

Applicant Authorized Signature

Title

NONDISCRIMINATION ASSURANCE
LEGAL NAME & ADDRESS OF APPLICANT ORGANIZATION
(Federal Donation)

Name of Organization

Mailing Address (P.O. Box #, Street, City & State)

Street Address/Location (If different from mailing address)

County

Telephone Number

Name of Organization

The donee assures compliance with all requirements imposed by or pursuant to the regulations of the General Services Administration (41CFR 101-6.2 and 101-8) issued under provisions of Title VI of the Civil Rights Act of 1964, as amended; Title VI of the Federal Property and Administrative Services Act of 1949, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Section 303 of the Age Discrimination Act of 1975, as amended; and Title IX of the Education Amendments of 1972, as amended, and Civil Rights Restoration Act of 1987.

No person will be excluded from program participation or denied program benefits on the basis of race, color, national origin, sex, education, age, or handicap.

Further, the donee agrees that this agreement obligates the donee for the period during which it retains ownership or possession of property; that the United States shall have the right to seek judicial enforcement of this agreement; and that this agreement is binding upon the donee and its successors, transferees, and assignees.

Date

Applicant Authorized Signature

CERTIFICATIONS AND AGREEMENTS

(a) THE DONEE CERTIFIES THAT:

- (1) It is a public agency; or a nonprofit education or public health institution or organization, exempt from taxation under section 501 of the Internal Revenue Code of 1954; within the meaning of section 203 (j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the Administrator of General Services Administration.
- (2) If a public agency, the property is needed and will be used by the recipient for carrying out or promoting for the residents of a given political area one or more public purposes, or if a nonprofit tax exempt institution or organization, the property is needed for and will be used by the recipient for educational or public health purposes, and including research for such purpose. The property is not being acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with proper approval of the State agency.
- (3) Funds are available to pay all cost and charges incident to donation and these charges will be paid promptly.
- (4) This transaction shall be subject to the nondiscrimination regulations governing the donation of surplus personal property issued under Title VI of the Civil Rights Act of 1964, as amended; Title VI Section 606 of the Federal Property and Administrative Services Act of 1949, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; Section 303 of the Age Discrimination Act of 1975, as amended and; the Civil rights Restoration Act of 1987

(b) THE DONEE AGREES TO THE FOLLOWING CONDITIONS:

- (1) All items of property shall be placed in use for the purposes for which acquired within one year of receipt and shall be continued in use for such purposes for one year from the date the property was placed in use. In the event the property is not so placed in use, or continued in use, the donee shall immediately notify the State agency, and at the donee's expense, return such property to the State agency, or otherwise make the property available for transfer or other disposal by the State agency, provided the property is still usable as determined by the State agency.
- (2) Such special handling or use limitations as are imposed by General Services Administration (GSA) on an item(s) of property listed hereon.
- (3) In the event the property is not so used or handled as required by (b) (1) and (2) title and right to the possession of such property shall at the option of GSA revert to the United States of America, and upon demand the donee shall release such property to such person as GSA or its designee shall direct.

(c) THE DONEE AGREES TO THE FOLLOWING CONDITIONS IMPOSED BY THE STATE AGENCY, APPLICABLE TO ITEMS WITH A UNIT ACQUISITION COST OF \$5,000.00 OR MORE AND PASSENGER MOTOR VEHICLES, REGARDLESS OF ACQUISITION COST, EXCEPT VESSELS 50 FEET IN LENGTH AND AIRCRAFT:

- (1) The property shall be used only for the purpose(s) for which acquired and for no other purpose(s).
- (2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which acquired for a period of 18 months from the date the property is placed in use.
- (3) In the event the property is not so used as required by (c) (1) and (2) and the federal restrictions (b) (1) and (2) have expired, then title and right to the possession of such property shall, at the option of the State agency, revert to the State of Maryland, and the donee shall release such property to such person as the State agency shall direct.

(d) THE DONEE AGREES TO THE FOLLOWING TERMS, RESERVATIONS AND RESTRICTION:

- (1) From the date it receives the property listed hereon and through the period(s) of time the conditions imposed by (b) and (c) above remain in effect, the donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State, without the prior approval of GSA under (b) or the State agency under (c). The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when such action is authorized by GSA or by the State agency, shall be remitted promptly by the donee to GSA or the State agency, as the case may be.

(2) In the event any of the property listed hereon is sold, traded, leased, loaned, bailed, cannibalized, encumbered, or otherwise disposed of by the donee from the date it receives the property through the period(s) of time the conditions imposed by (b and c) remain in effect, without prior approval of GSA or the State agency, as the case may be, Donee shall immediately forward the proceeds of the disposal or the fair market value, or the fair rental value of the property at the time of such disposal, as determined by GSA to GSA or the State agency.

(3) If at any time, from the date it receives the property through the period(s) of time the condition imposed by (b) and (c) remain in effect, any of the property listed hereon is no longer suitable, usable. Or further needed by the donee for the purpose(s) for which acquired, the donee shall promptly notify the State agency, and shall as directed by the State agency, return the property to the State agency, release the property to another donee or another State agency, return the property to the State agency, release the property to another donee or another State agency, a department or agency of the United States, sell or otherwise dispose of the property. The proceeds from any sale shall be remitted promptly by the donee to the State agency.

(4) The donee shall make reports to the State agency or he use, condition, and location of the property listed hereon, and on other pertinent matters as may be required from time to time by the State property

(5) At the option of the State agency, the donee may abrogate the conditions set forth in (c) and the property reservation and restrictions pertinent thereto in (d) by payment of an amount as determined by the State agency.

(e) THE DONEE AGREES TO THE FOLLOWING CONDITIONS APPLICABLE TO ALL ITEMS OF PROPERTY LISTED HEREON:

(1) The property acquired by the donee is on an as is, where as, basis, without warranty of any kind.

(2) Where a donee carries insurance against damages to or loss of property due to fire or other hazards and where loss of or damage to donated property with unexpired terms, conditions, reservations or restrictions occurs, the State agency will be entitled to reimbursement from the donee out of the insurance proceeds of an amount equal to the unamortized portion or the fair value of the damaged or destroyed donated items.

(f) TERMS AND CONDITIONS APPLICABLE TO THE DONATION OF AIRCRAFT AND VESSELS (50 FEET OR MORE IN LENGTH) HAVING AN ACQUISITION COST OF \$5,000.00 OR MORE, REGARDLESS OF THE PURPOSE FOR WHICH ACQUIRED:

(1) The donation shall be subject to the terms, conditions, reservations, and restrictions set forth in the Conditional Transfer Document executed by the authorized donee representative.

The Maryland State Agency for Surplus Property or the Federal Government assumes no liability for any damages to the property of the donee, any person or public property, or tort from personal injuries, illness, disabilities or death to the donee, donee's employees, any other person subject to the donee's control or any other person including members of the General Public, arising from or incident to the donation, use, processing, disposition, or any subsequent operation performed upon, material whether intentional or accidental. The donee agrees to hold harmless and indemnify the Maryland State Agency for Surplus Property or the Federal Government for any and all costs, judgment, action, debt, liability, costs and attorney's fees or any other request for monies or any other type or relief arising from or incident to the donation, use, processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

I, the undersigned representative of the donee organization, have read the above conditions, terms, reservations and restrictions and acknowledge that the donee organization named below will abide by these conditions, terms, reservations and restrictions.

Account Number

Donee Organization name

Authorized Representative (Print)

Applicant Authorized Signature

Date

FOR MD STATE AGENCY FOR SURPLUS PROPERTY USE ONLY

The applicant has been determined:

Eligible

Not eligible

Conditionally eligible: _____

As: *Public Agency* *Nonprofit organization* *SEA* *Public Airport* *SBA 8 (a)*

Eligibility expires: _____ **License/Accreditation expires:** _____

Date

Applicant Authorized Signature